

Town of Lauderdale-By-The-Sea



REQUEST FOR PROPOSAL No. 14-06-01

Sanitary Sewer/Storm Drain Maintenance and Repair

RFP OPENING: August 19, 2014, 2:00 P.M.

Town Hall

4501 Ocean Drive

Lauderdale-By-The-Sea, FL 33308

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
REQUEST FOR PROPOSALS NO. 14-06-01

The Town of Lauderdale-By-The-Sea, Florida invites qualified firms to submit proposals to provide:

Sanitary Sewer/Storm Drain Maintenance and Repair

The Town intends to award a contract to a firm(s) to provide services necessary for the project (the "Project") described herein.

The Town of Lauderdale-By-The-Sea, Florida (the "Town") will receive sealed proposals until 2:00 p.m. (local), August 19, 2014 in Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

The Town's contact person for this RFP is:

Town Clerk: Tedra Smith
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4200.
Fax 954-640-4236
Email: tedras@LBTS-fl.gov

RFP documents may be obtained via the Internet at the Town of Lauderdale-By-The-Sea website at www.lauderdalebythesea-fl.gov and this RFP is posted on www.Demandstar.com. If you do not have internet access, you may obtain the documents by contacting the Town Clerk. See Part II, Section H of the RFP for information regarding submitting a proposal.

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

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Part I – Statement of Work

PART I - STATEMENT OF WORK

A. OBJECTIVE

The Town of Lauderdale-By-The-Sea is a seaside community with a permanent population of about 6,000 that increases to about 9,000 during the winter season. The Town is approximately 2 square miles bordered by the Intracoastal Waterway to the west and the Atlantic Ocean to the east. The Town seeks to hire a contractor to perform sanitary sewer and storm drain maintenance and repair.

B. GENERAL INFORMATION

The Town is seeking to enter into a three (3) year agreement with two (2) additional one (1) year optional extension periods.

The Town has approximately 53,000 linear feet of sanitary sewer pipes that range in size from 4" to 10". The types of sanitary sewer pipes are vitrified clay and other various PVC types of pipe. There are 162 concrete cast manholes that reach a depth of no more than 20 feet.

The Town has approximately 50,000 linear feet of drain pipes that range in size from 10" to 42". The types of drain pipes are reinforced concrete, HDPE, A2000 and other various PVC types of pipe.

The drainage system also consists of 520 catch basins, 40 curb inlets, 59 outfalls and 100 French drains.

C. SCOPE OF WORK

The Proposer shall furnish all materials, tools, supplies, heavy equipment, vehicles and labor necessary for the maintenance, repair and televising and video recording of all sewer and storm drains. The Proposer shall bear all costs associated with the Project.

Sewer and Storm Drain cleaning shall be performed with hydraulically propelled or mechanically operated cleaning equipment. Selection of equipment shall be based on field conditions, taking into account all relevant factors such as, by example and not limitation, access to manholes, type and quantity of debris to be removed, size of pipe, depth of flow and the like.

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Television inspection and video recording of all sewer and storm drains shall be required for the documentation of various field conditions and activities as directed by the TOWN's representative.

Sewer and Storm Drain pipe joint sealing shall be accomplished by the injection of chemical sealing materials into and/or through the joints from within the pipe.

The DELIVERABLES shall include the cost of:

1. Meetings with Town staff to discuss Sewer/ Storm Drain repair reports.
2. A written report and a DVD outlining all findings and containing a video recording of all Sanitary Sewer and Storm Drains.

D. TECHNICAL REQUIREMENTS

Minimum Requirements

In order to be deemed responsive and considered for contract award, each Proposer shall satisfy the following mandatory minimum requirements:

- 1)The Proposer shall be authorized to do business in Florida and Broward County.
- 2)The Proposer shall have a minimum of (5) Years' Experience in the Sanitary Sewer and Storm Drain Cleaning Industry.
- 3)The Proposer shall have verified references from past or present contracts for services similar to the services requested herein.

Means and Methods of Work

When the raw sewage flows is blocked or plugged, sufficient precautions shall be taken to protect the public health during the course of the cleaning and repair. The sewer lines shall also be protected from damage. The following occurrences are prohibited:

1. No sewage shall be allowed to back up into any homes or buildings.
2. No sewage shall overflow any manholes, cleanouts or any other access point to the sewers.
3. Users upstream of the repair area shall be able to use all of their water and sewer utilities without interruption.

Any sump pumps, bypass pumps, trash pumps or any other type pump which pulls sewage/water or any type of material out of the manhole or sewer shall discharge this material into another manhole, or appropriate vehicle or container acceptable to the TOWN. Under no circumstances shall this material be discharged, stored or deposited on the ground, swale, road

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or open environment.

The Proposer shall ensure that all pumps, piping and hoses that carry raw sewage are protected from traffic.

In the event, during any form of “sewage flow control”, that raw sewage is spilled, discharged, leaked or otherwise deposited in the open environment, due to the Work, the Proposer is responsible for any cleanup of materials and for disinfection of the area affected. This Work will be performed at the Proposer’s expense with no additional cost to the TOWN. The Proposer is also responsible for notifying the sewer system maintenance personnel and complying with any and all regulatory requirements with no additional cost to the TOWN.

High-velocity jet (hydro cleaning) equipment: all high-velocity/storm cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel, with a minimum of 600 feet of jet hose.

During sewer/storm cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard the flow in the sewer/storm line are used, precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. When possible, the flow of sewage in the sewer shall be utilized to provide the necessary pressure for hydraulic cleaning devices. When additional water from fire hydrants is necessary to avoid delay in normal work procedures, the water shall be conserved and not used unnecessarily. The Proposer will be required to supply the fire hydrant meter as required by the City of Ft. Lauderdale. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant.

The designated sewer manhole sections shall be cleaned using hydraulically propelled, high-velocity jet, or mechanically powered equipment. Selection of the equipment used shall be based on the conditions of the lines at the time the work commences. The equipment and methods selected shall be satisfactory to the TOWN’S representative. The equipment shall be capable of moving dirt, grease, rocks, sand, and other materials and obstructions from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. If successful cleaning cannot be performed or the equipment fails to traverse the entire manhole section, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned.

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Roots shall be removed in the designated sections where root intrusion is a problem. Special attention should be used during the cleaning operation to ensure almost complete removal of roots from the joints. Any roots which could prevent the seating of the packer or could prevent the proper application of chemical sealants shall be removed. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines, winched using root cutters and porcupines, and equipment such as high-velocity jet cleaners. Chemical root treatment may be used at the option of the Proposer.

To aid in the removal of roots and at the option of the Proposer, manhole sections that have root intrusion may be treated with an approved herbicide. The application of the herbicide to the root shall be done in accordance with the manufacturer's recommendations and specifications and in such a manner to preclude damage to surrounding vegetation. Any damaged vegetation so designated by the TOWN shall be replaced by the Proposer at no cost to TOWN. All safety precautions as recommended by the manufacturer shall be adhered to concerning handling and application of the herbicide.

All sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section, which could cause line stoppages, accumulations of sand in wet wells, or damage pumping equipment, shall not be permitted.

All debris, whether solids or semisolids, resulting from the Work shall be removed from the site and disposed of by the Proposer in a legal and sanitary manner. Under no circumstances will the Proposer be allowed to accumulate debris on the Work site or in the area of the Work.

Televising: Proposer shall be capable of televising, recording and cleaning of sewer mains and stormwater pipes a minimum of 500 feet in length and sewer laterals up to 50 feet in length.

Acceptance of sewer/storm line cleaning shall be upon the successful completion of the television inspection and shall be to the satisfaction of the TOWN. If any inspection shows the cleaning to be unsatisfactory, the Proposer shall be required to re-clean and re-inspect the sewer line until the cleaning is shown to be satisfactory to the Town. In areas where television inspection is not performed, the TOWN may require the Proposer to pull a double squeegee (with each squeegee the same diameter as the sewer) through each manhole section as evidence of adequate cleaning. If internal sealing is to follow the television inspection, particular attention should be given to the adequacy of the cleaning to ensure that proper seating of the sealing packer can be achieved.

After cleaning, the manhole sections shall be visually inspected by Proposer by means of closed-circuit television. The inspection will be done one manhole section at a time and the flow in the section being inspected will be suitably controlled as specified.

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The closed circuit television (“CCTV”) camera system used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the CCTV camera shall be suitable to allow a clear bright sharp picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The CCTV camera, television monitor, and other components of the video system shall be capable of producing picture quality with a minimum of 460 lines for camera and 500 lines for monitor, with the line resolution free from distribution or any form of picture imperfection to the satisfaction of the TOWN; and if unsatisfactory, equipment shall be removed and no payment will be made for an unsatisfactory inspection. All of the CCTV and video system equipment shall be no older than five years old.

The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the sewer/storm line condition. In no case will the CCTV camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable and power rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer/storm conditions shall be used to move the camera through the sewer/storm line. If, during the inspection operation, the television camera will not pass through the entire manhole section, the Proposer shall set up the equipment so that the inspection can be performed from the opposite manhole. On lines which have sags or dips, to an extent that the CCTV camera lens becomes submerged for three (3) or more feet during the television inspection, the Proposer shall pull double squeegee and/or sponges through the line in order to remove the water from those dips or sags. Water removal through squeegees and/or sponges shall be performed until the CCTV camera lens will no longer be submerged, except that this requirement may be waived by the TOWN if the water in which the camera lens is submerged is clear enough to allow the identification of pipe defects, cracks, holes and location of service connections.

When manually operated winches are used to pull the camera through the line, telephones or other suitable means of communication shall be set up between the two manholes of the section being inspected to ensure good communications between members of the crew.

The importance of accurate distance measurements is emphasized. Measurement for location of defects shall be above ground by means of a meter device. Marking on the cable, or the like, which would require interpretation for depth of manhole will not be allowed. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape, or other suitable device, and the accuracy shall be satisfactory to the TOWN'S representative.

Television inspection logs: printed location records shall be kept by the Proposer and shall clearly show the location in relation to an adjacent manhole of each infiltration point observed during inspection. In addition, other points of significance such as locations of building sewers, unusual conditions, roots, storm sewer/storm connections, broken pipe, presence of scale and corrosion, and other discernible features shall be recorded and a copy of such records shall be supplied to the TOWN.

Movement of the television camera shall be temporarily halted at each visible point source of

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infiltration and/or inflow until the leakage rate from that source is quantified. The camera shall also be stopped at active service connections where flow is discharging. If the discharge persists, the property involved shall be checked to determine whether or not the discharge is sewage. If no flows are being discharged from the building, it shall be considered that the observed flow is infiltration/inflow. If the estimated flow from the service connection is greater than the total wastewater discharge from the fixture in the building, then the infiltration/inflow can be calculated by the difference of the two flows, and noted on the written report.

Video Recordings: the purpose of video recording shall be to supply a visual and audio record of problem areas. Video recording playback shall be at the same speed that it was recorded. Slow motion or stop-motion playback features shall be supplied by the PROPOSER. Recordings shall be provided to the Town on DVD disks (2 copies) in protective hard plastic cases. All of the DVD disks shall become property of the TOWN.

It is the intent of the pipe joint sealing work to seal sewer/storm pipe joints which have leakage rates of ¼ gallon per minute or more utilizing the internal joint sealing method.

The basic equipment shall consist of a CCTV camera, joint testing device such as a packer, and test monitoring equipment. The equipment shall be constructed in such a way as to provide means for introducing air under pressure into the void area created by the expanding ends of the joint testing device. The testing equipment shall also have the means for regulating the flow rate of the air into the void area in conjunction with the means for continuously measuring the actual static pressure of the air at and within the void area only.

Void pressure data shall be transmitted electronically and without the use of the test medium or hoses. All test monitoring shall be above ground and in a location to allow for simultaneous continued observation of the television monitor and test monitoring equipment by the PROPOSER. The TOWN shall witness the testing operation. Sewer/storm line joint testing shall be accomplished before and after the grouting operation by applying positive air pressure to each sewer/storm joint and monitoring the pressure in the void. The intent of joint testing is to identify defective joints prior to the joint sealing process and determine the effectiveness of the sealed repair.

Joint sealing procedure: joints showing visible leakage shall be sealed as specified. Joint sealing shall be accomplished by forcing chemical sealing materials into and through faulty joints by a system of pumps, quad hoses, and sealing packers. A low volume packer and a CCTV camera shall be used. It is important that the procedure used by the PROPOSER for positioning the packer be accurate to avoid over pulling the packer and thus not effectively sealing (grouting) the intended joint. The packer ends (end elements, sleeves) shall be expanded using controlled pressure. The expanded ends shall seal against the inside periphery of the pipe to form a void area at the faulty joint, now completely isolated from the remainder of the pipe line. Sealant materials shall be pumped into this isolated area through the hose system at controlled pressures in excess of groundwater pressures. The pumping unit, metering equipment, and the packer device shall be designed so that proportions and quantities of

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materials can be regulated in accordance with the type and size of the leak being sealed.

Upon completing the sealing of each individual joint, the packer shall be deflated until the void pressure meter reads zero pressure, then re-inflated and the joint re-tested. Should the void pressure meter not read zero, the PROPOSER shall clean the equipment of residual grout material or make the necessary equipment repairs/adjustments to produce accurate void pressure readings. Joints that fail to meet the specified test criteria shall be resealed and re-tested until the test criteria can be met in order to receive payment.

Residual sealing materials that extend into the pipe, reduce the pipe diameter, or restrict the flow shall be removed from the joint. The sealed joints shall be left reasonably “flush” with the existing pipe surface, grout band 1/8” thick, 3” wide. If excessive residual sealing materials accumulate in the line (and/or if directed by the TOWN'S representative) the manhole section shall be cleaned to remove the residual materials.

In order to remove sealing material that accumulates in the lines a JET-VACTOR shall be on site at all times to clean each pipe, and vacuum out accumulated materials from manholes.

Proposer shall prepare and maintain complete records of joint sealing performed in each manhole section. The records shall identify the manhole section in which the sealing was done, the location of each joint sealed, and the joint sealing verification results.

All sewer/storm drain pipe joint sealing work performed shall be guaranteed against faulty workmanship and/or materials for a period of five (5) years after the completion of the Work.

Prior to the expiration of the 5 year guaranty period, an initial retest shall be conducted by Proposer consisting of specific manhole sections selected by the TOWN. Manhole sections to be re-tested shall be randomly selected by the TOWN. Manhole sections to be re-tested shall be randomly selected throughout the project area and shall be representative of the majority of the sealing work originally performed. The initial test area shall consist of at least 5%, but shall not exceed 10%, of the linear feet contained in the original project.

Within the initial retest area, the Proposer shall retest all previously sealed joints as specified. Any joints failing the retest shall be resealed. If the failure rate of the re-tested joints is less than 5% of the joints re-tested, the Work shall be considered satisfactory and no further retesting will be required. Payment for re-inspecting the initial area shall be at the Unit price submitted in the Proposal for each item of work required (e.g. cleaning, tv inspection). No compensation shall be provided for resealing (grouting) joints that fail.

If, in the initial retest area, the failure rate of the re-tested joints exceeds 5% of the joints re-tested, an additional retest area of equivalent size shall be selected and all previously sealed joints shall be re-tested. This additional testing and sealing, if necessary, will continue until a failure rate of less than 5% is met. Any additional testing/sealing required beyond the initial retest area shall be accomplished at no cost to the TOWN.

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Any chemical sealing materials used by the Proposer must first be approved in writing by the TOWN representative. It is recognized that new and improved chemical sealing materials may become available from time to time. Any specific sources, manufacturers, and product names shall be updated and improved by Proposer as availability occurs. In every case, mixing and handling of chemical sealing materials shall be in strict accordance with the manufacturer's recommendations.

Barnacle cleaning at storm drainage outfalls: When requested, the Contractor shall clean the barnacles from the designated pipe outfall extending 10 feet upstream from the outfall outlet point. Care shall be taken during the cleaning not to damage the existing pipe. Contractor is responsible for the means and methods to clean the barnacles to the satisfaction of the TOWN representative.

E. *INSURANCE AND LICENSES*

The successful Proposer shall maintain in full force and effect throughout the contract:
(a) insurance coverage reflecting the minimum amounts and conditions required by the Town, and (b) any required licenses.

- 1. Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$2,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors coverage.
- 2. Workers' Compensation Insurance** – Statutory.
- 3. Comprehensive Automobile Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired & Non Owned Auto Liability.
- 4. Professional Liability** – Please indicate if you carry Professional Liability Insurance and, if so, in what amount.

The Proposer shall provide original certificates of coverage and receive notification of approval of those certificates from the Town prior to providing services under this RFP. The insurance coverage provided by Proposer is subject to the approval of the Town. The insurance certificates and required policies (except for worker's compensation) shall list the Town of Lauderdale-By-The-Sea and the Lauderdale-By-The-Sea Volunteer Fire Department as ADDITIONAL INSURED and shall provide for the Town to receive no less than thirty (30) days written notice of cancellation or material change. Further

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modification of the insurance requirements may be made at the sole discretion of the Town if circumstances change or adequate protection of the Town is not presented. Proposer, by submitting a Proposal, agrees to abide by such modifications.

END OF PART I

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Part II –General Information

PART II: RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposals (RFP): **Proposer** shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP. **Town** shall mean the Town of Lauderdale-By-The-Sea, Town Commission or Town Manager, as applicable, and any officials, employees, agents and elected officials.

Contact Person for the purpose of this RFP shall mean:

Town Clerk
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4200
Fax: 954-420-4236
Email: tedras@LBTS-fl.gov

B. INVITATION TO PROPOSE; PURPOSE

The Town solicits proposals from responsible Proposers to perform work for or provide goods and/or services to the Town as specifically described in Part I, Statement of Work.

C. CONTRACT AWARDS

The Town Commission anticipates entering into a contract with the Proposer who submits the proposal judged by the Town to be most advantageous. The Town anticipates awarding one contract, but reserves the right to award more than one contract if in its best interest. If the Town selects a Proposal, the Town will provide a written notice of the award.

The Proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the Town Attorney and has been executed by both the Town (with Commission approval, if applicable) and the successful Proposer.

D. PROPOSAL COSTS

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their

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proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

E. INQUIRIES

The Town will not respond to oral inquiries. Proposers may mail, email or fax written inquiries for interpretation of this RFP to the attention of the Town Clerk. Please mark the correspondence "RFP No. 14-06-01 QUESTION".

The Town will respond to written inquiries received at least 7 working days prior to the date scheduled for submission of the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Town will email, mail or fax written addenda to any potential Proposer who has provided their contact information to the Town Clerk for such purpose. Although the Town will make an attempt to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

F. DELAYS

The Town may postpone scheduled due dates in its sole discretion. The Town will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

G. PRE-PROPOSAL MEETING No pre-proposal meeting is scheduled.

H. PROPOSAL SUBMISSION

Proposers shall submit one (1) original and nine (9) copies of the proposal in a sealed, opaque package. The package shall be clearly marked on the outside as follows:

To: Town of Lauderdale-By-The-Sea

RFP No. 14-06-01

Project: _____

Submitted by: _____

Address: _____.

Proposals shall be submitted in person or by mail. Email submittals are not accepted.

Late submittals, additions, or changes will not be accepted and will be returned to the bidder unopened.

Due to the irregularity of mail service, the Town cautions Proposers to assure actual delivery of proposals to the Town prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling the

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Office of the Town Clerk before proposal opening time. It is the sole responsibility of each Proposer to ensure that their Proposal is received by the Town by the specified due date and time. Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the Town's opening of Proposals. Proposals, once opened, become property of the Town and will not be returned.

I. PROPOSAL FORMAT

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein. Unless otherwise specified, Proposers shall use the proposal forms provided by the Town herein. These forms may be duplicated, but failure to use the forms may cause your proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or completed in ink. Proposals shall be signed in ink. When an RFP requires multiple copies they may be included in a single envelope or package properly sealed and identified.

All proposals shall be submitted as specified in this RFP. Any attachments shall be clearly identified. In order to be deemed responsive and considered for contract award, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals lacking this reference may be considered to have no reference material included in the additional documents.

Proposers shall prepare their proposals using the following format:

1. Letter of Transmittal

This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the Town. The letter must name all of the persons authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the Proposer must sign the letter of transmittal.

2. Title Page

The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the RFP No. and the Project name.

3. Table of Contents

Include a clear identification of the material by section and by page number.

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Part II –General Information

4. Organization Profile and Qualifications

This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services.

Each Proposer must include:

- Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
- Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the Town's primary contact and provide the person(s') background, training, experience, qualifications and authority.
- Completed RFP Forms A, B, C, and D. All RFP forms are included as exhibits to this document and are available on the Town website in Word format.

5. Experience

The Proposer must describe its expertise in and experience with providing goods and/or services similar to those required by this RFP. Describe previous experience relating to the Scope of Work requested in this RFP. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishment for each.

6. Approach to Providing Services

This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities and work products to be provided. This section shall also include a list of equipment the Proposer proposes to use to perform the Work in accordance with the requirements of this RFP.

7. Compensation

The proposal shall document the fee proposal for the goods and/or services on RFP Form C.

8. Additional Information

Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

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Part II –General Information

J. PROPOSAL – Procedural Information

1. **Interviews:**

The Town reserves the right to conduct personal interviews or require presentations prior to selection. The Town is not responsible for any expenses which Proposers may incur in connection with a presentation to the Town or related in any way to this RFP.

2. **Request for Additional Information:**

The Proposer shall furnish such additional information as the Town may reasonably require. This includes information, which indicates financial stability as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.

3. **Proposals Binding:**

All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following proposal opening. Town may desire to accept a proposal after the 120 day period. In such case, Proposer may choose whether or not to continue to honor the proposal terms.

4. **Alternate Proposals:**

An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFP which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Proposer, which differs in some degree from the prior proposal or from this RFP. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFP. The Town will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.

5. **Proposer's Certification Form:**

Each proposer shall complete the "Proposer's Certification" form included as RFP Form D and submit the form with the proposal. This form must be acknowledged before a notary public with notary seal affixed on the document.

K. PUBLIC RECORDS

Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Proposer's responsibility to

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become familiar with these concepts. The contract will include a provision wherein the Proposer releases and agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records. By statute, the contract will also contain the following clauses:

Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Town. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Manager, at no cost to the Town, within seven (7) days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

L. IRREGULARITIES; REJECTION OF PROPOSALS

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for

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other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

M. EVALUATION METHOD AND CRITERIA

1. General

The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including shareholders, principals and senior management, before making an award. Awards, if any, will be based on the evaluation criteria in this section. The Town's evaluation criteria may include consideration of the information required in this RFP and the following factors:

- A. ability to meet set standards;
- B. availability of qualified personnel;
- C. compensation;
- D. expertise of personnel;
- E. financial resources and capabilities;
- F. past contracts with other governmental jurisdictions;
- G. past performance records;
- H. qualifications of Proposer;
- I. references;
- J. related experience in Florida;
- K. technical soundness of proposal;
- L. past history of meeting required time frames; and
- M. approach to Work.

2. Selection

The Town Manager may conduct the selection process, or at the option of the Town Manager, it may be referred to a selection committee (the "Committee"). Either the Town Manager or the Committee will review all proposals received and establish a list of selected Proposers deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The Town Manager may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the Town Commission and the Town

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Commission shall make a final award. The Town Manager, the Committee or the Town Commission may request oral presentations from the Proposers. Proposers are advised that the Town reserves the right to conduct negotiations with the most qualified Proposer, but may not do so. Therefore, each Proposer should endeavor to submit its best proposal initially.

N. REPRESENTATIONS AND WARRANTIES

In submitting a proposal, Proposer warrants and represents that:

1. Proposer has examined and carefully studied all data provided, and any applicable Addenda; receipt of which is hereby acknowledged.
2. Proposer has visited the relevant site, if any, and is familiar with and satisfied as to the general, local and “site” conditions that may affect cost, progress, and performance of goods and/or services in their proposal.
3. Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.
4. If applicable, Proposer has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFP and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Proposer, including safety precautions and programs incident thereto.
5. Proposer has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in this RFP and any addenda thereto, and the written resolution thereof by the Town is acceptable to Proposer.
6. The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.
7. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in the RFP or contract.

O. Town Contract

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The selected Proposer is expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney. The contract will contain the following clauses required by Town Code, and all vendors are expected to comply with these requirements:

No officer or employee of the Town of Lauderdale-By-The-Sea, Florida, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

No vendor shall give, solicit for, deliver, or provide a campaign contribution directly or indirectly to a candidate or to the campaign committee of a candidate for the offices of Mayor or Commissioner.

End of Part II

RFP FORM A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

***THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.***

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is:
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail.
3. The address of the principal place of business is:
4. Company telephone number, fax number and e-mail addresses:
5. Number of employees:
6. Name of employees to be assigned to this Project:
7. Company identification numbers for the Internal Revenue Service:
8. Provide Broward County business tax receipt number, if applicable, and expiration date:
9. How many years has your organization been in business? Does your organization have a specialty?
10. List the last three projects of this nature that the firm has completed? Please provide project description, reference and contact information and cost of work completed.
11. Have you ever failed to complete any work awarded to you? If so, where and why?

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12. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

| Name of Project | Contract with: | Contract Amount | Estimated Completion Date | % of Completion to Date |
|------------------------|-----------------------|------------------------|----------------------------------|--------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

(Continue list as necessary)

13. Provide the following information for any subconsultants you will engage if awarded the contract.

| Subcontractor Name | Address | Work to be Performed |
|---------------------------|----------------|-----------------------------|
| | | |
| | | |
| | | |
| | | |

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

Proposer:_____

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

- | | | | |
|----|-------------------|--|-------------|
| 1. | Name of Contact: | | |
| | Title of Contact: | | Email: |
| | Telephone Number: | | Fax Number: |
| | Project: | | |
| 2. | Name of Contact: | | |
| | Title of Contact: | | Email: |
| | Telephone Number: | | Fax Number: |
| | Project: | | |
| 3. | Name of Contact: | | |
| | Title of Contact: | | Email: |
| | Telephone Number: | | Fax Number: |
| | Project: | | |
| 4. | Name of Contact: | | |
| | Title of Contact: | | Email: |
| | Telephone Number: | | Fax Number: |
| | Project: | | |

RFP Form C

Proposer: _____

PRICE PROPOSAL FORM**Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.**

***THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL
TO BE DEEMED RESPONSIVE.***

Name of Proposer: _____

Name of authorized representative of Proposer: _____

Project Cost

| Sanitary Sewer Main/Laterals | Linear feet for evaluation purposes only | Price Per Foot |
|-------------------------------------|---|---------------------------|
| Televise 4" Sanitary Sewer Lateral | 16,000 | \$ |
| Televise 6" Sanitary Sewer Line | 16,000 | \$ |
| Televise 8" Sanitary Sewer Line | 16,000 | \$ |
| Televise 10" Sanitary Sewer Line | 4,000 | \$ |
| Clean 4" Sanitary Sewer Lateral | 16,000 | \$ |
| Clean 6" Sanitary Sewer Line | 16,000 | \$ |
| Clean 8" Sanitary Sewer Line | 16,000 | \$ |
| Clean 10" Sanitary Sewer Line | 4,000 | \$ |
| Storm Drain | Linear feet for evaluation purposes only | Price Per Foot |
| Televise 10" to 15" Storm Drain | 16,000 | |
| Televise 18" to 24" Storm Drain | 16,000 | |
| Televise 30" to 42" Storm Drain | 16,000 | |
| Clean 10" to 15" Storm Drain | 16,000 | \$ |
| Clean 18" to 24" Storm Drain | 16,000 | \$ |
| Clean 30" to 42" Storm Drain | 16,000 | \$ |
| Total | 200,000 | \$ |

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| Sanitary Sewer/Storm Drain Joint Grouting | Joint Grouting Numbers are for Evaluation Purposes Only | Price per Hour |
|--|--|--------------------------|
| Grouting 4" to 10" Sanitary Sewer Main | 150 | \$ |
| Grouting 10" to 42" Storm Drain | 150 | \$ |
| Total | 300 | \$ |
| | | |
| Outfall Barnacle Removal | Outfall numbers are for evaluation purposes Only | Price Per Outfall |
| Remove Barnacles 30" to 42" Storm Drain | 29 | \$ |
| Remove Barnacles 10"to 29"" Storm Drain | 30 | \$ |
| Total | 59 | \$ |
| | | |
| French Drain Cleaning | French Drain Numbers are for Evaluation Purposes Only | Price Per Basin |
| French Drains | 100 | \$ |
| Total | 100 | \$ |
| Total Project Cost: \$_____ | | |

Instructions: Show the project cost for each deliverable your firm will provide per the requested scope of work. Include the fees associated with each proposed deliverable.

Fees should be detailed to the extent possible per deliverable.

The Total Unit Price Cost SHALL include all fees and reimbursements for out of pocket costs.

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The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

The Total Unit Price Cost shall include the cost of:

1. Meetings with Town staff to discuss Sewer/ Storm Drain repair reports.
2. A written report and a DVD outlining all findings and containing a video recording of all Sanitary Sewer and Storm Drains.

Payments will be made on each deliverable upon receipt and acceptance by the Town.

Additional Services

The Town may have the need for additional services, which may be requested over the next 3 years.

If the Proposer is interested in additional work, please provide the hourly rate, linear foot rate and staff positions available. The rates for the additional work will not be used for evaluation of the services required in this RFP.

| Additional Work | |
|-----------------------|---|
| <u>Title:</u> | <u>Hourly Rate/Per Linear Foot Rate</u> |
| | |
| Add rows as necessary | |

By: _____

Date: _____

Name: _____

Title: _____

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RFP FORM D

Proposer:_____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted

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vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

By:

Signature

Print Name and Title

Mailing Address